answers on his own knowledge. The same view is taken in *Long* v. *White* (1830), 5 J. J. Marsh. 226; *Gould* v. *Williamson* (1842), 21 Me. 273; *Field* v. *Wilbur* (1876), 49 Vt. 157; *Veile* v. *Blodgett* (1877), 49 Vt. 270; GREENLEAF ON EVIDENCE, Vol. III, § 289, and seems to be in accord with reason, if not with the weight of authority.

EVIDENCE—OPINION EVIDENCE IN ACTION FOR LIBEL.—Plaintiff, in a libel suit, where the words complained of were ambiguous, offered to put on as witnesses readers of the article to testify as to how they understood the words when they read them. *Held,* that the testimony was properly admitted (LAMM and GRAVES, JJ., dissenting). *Julian* v. *Kansas City Star Co.* (1907), — Mo. —, 107 S. W. Rep. 496.

The leading opinion is in harmony with *Howe Machine Co.* v. *Souder,* 58 Ga. 64; *Miller* v. *Butler,* 60 Mass. 71; *Knapp* v. *Fuller,* 55 Vt. 311. It is opposed by *Snell* v. *Snow,* 13 Met. (Mass.) 278; *Van Vechten* v. *Hopkins,* 5 Johns. (N. Y.) 211; *Gibson* v. *Williams,* 4 Wend. (N. Y.) 320; *White* v. *Sayward,* 33 Me. 322; *People* v. *Parr,* 42 Hun (N. Y.) 313; *Eaton* v. *White,* 2 Pin. (Wis.) 42. The dissenting opinion distinguishes between libel and slander, saying, "Where the words are spoken, intonation of voice, accent, gesture, and other things difficult and practically impossible to accurately describe to the jury, the opinion of non-expert witnesses, who were hearers of said words may be taken as to their meaning; but this rule should not apply to slander cases, where the words are unambiguous, and not accompanied by the things aforesaid, which are difficult to describe or reproduce before the jury, nor to libel cases." This distinction is entirely sound, but is not borne out by the cases on this subject. It is hard to see any reason for allowing opinion evidence on written words, which the jury after having been told all the surrounding circumstances, can read as intelligently as the witness can.

EVIDENCE—THE BEST EVIDENCE RULE.—Defendant offered to prove by a competent witness the testimony of a deceased witness, given at the previous trial of the same cause, and between the same parties. The testimony had all been taken down by an official stenographer. *Held,* the testimony should have been admitted, as the shorthand notes are not the best evidence. *Studabaker* v. *Faylor et al.* (1908), — Ind. —, 83 N. E. Rep. 747.

The case of *State* v. *Maloy,* 44 Iowa 104, holds that the reporter's notes are the best evidence of testimony given on a former trial; but as to this point, it stands alone. Most courts refuse to admit the report of an official stenographer under the circumstances. See WIGMORE, EVIDENCE, Par. 1689, and cases there cited. But the principal case does not go that far. It only holds that such a report is not the best evidence. At the present time statutes in several states provide for the admission of such a report.

FRAUDULENT CONVEYANCES—DELIVERY AND CHANGE OF POSSESSION OF GROWING CROPS.—A crop of prunes was grown on the homestead of a wife and her husband; the homestead having been selected by her from her separate property. In January, husband and wife entered into a parol agreement,

whereby he agreed to do the work and bear the expense of the crop, and in return was to have the crop. While the prunes were growing on the trees, he sold them to the plaintiff. Subsequently the defendant, as sheriff, took possession of the crop under a writ issued on a judgment against the wife; the prunes being on the homestead. It was shown that she was insolvent at the time she entered into the above agreement with her husband and continued so. *Held,* that the plaintiff was entitled to the crop. *Rosenberg Bros. & Co.* v. *Ross* (1907), — Ct. App. Cal. —, 93 Pac. Rep. 284.

The defendant attacked the validity of the transaction between husband and wife, on the ground that there was no delivery within the meaning of the statute requiring immediate delivery and continued change of possession. But growing crops are an exception to this rule. In *Bernal* v. *Hovious,* 17 Cal. 542, A. worked B.'s farm and was to receive a part of the crop. X., a brother of A., lived with A. and bought his brother's interest in the crops. After the grain had been put in sacks, but before any division between X. and B., it was levied on as the property of A. and B. The plaintiff was allowed to recover his grain. A sale of growing crops is not one of an interest in land and may be oral. *Davis* v. *McFarlane,* 37 Cal. 634. In *Ticknor* v. *McClelland et al.,* 84 Ill. 471. John McClelland sold standing corn, stacks of hay, and other personalty to his sons. They left all in his care. A judgment creditor of the father took out execution and levied on the property. The vendees were allowed to recover only the corn and the hay. In *Vaughn* v. *Owens,* 21 Ill. App. 249, H. sold a crop of corn to V., H. agreeing to gather the crop and put it in a crib on the vendor's premises. Nearly a month after the corn was in the bin, the defendant levied upon it as the property of H. The court said, "the cribbing of the corn at the place agreed upon by H., was a sufficient delivery to" V. In *Emery* v. *Scarlett,* 8 Pa. Co. Ct. R. 123, the owner of growing wheat sold it to the plaintiff and agreed to thresh and deliver it at the nearest railroad station. The wheat was stored in the sheaf in the vendor's barn for six weeks, when a judgment creditor of the vendor levied upon it. The delay was held not to prevent constructive possession from being in the vendee. But in *Smith* v. *Champney,* 50 Iowa 174, on a similar state of facts, except that the vendor was to deliver the crop, when harvested, on the vendee's premises, the court held there was not sufficient change of possession, and said the vendee must begin to harvest the crop or otherwise to take visible control of the corn or the field; but considerable emphasis was placed on the wording of the statute. The doctrine of the principal case is followed in *Cummings* v. *Griggs,* 63 Ky. (2 Duv.) 87; *Morton* v. *Ragan,* 68 Ky. (5 Bush.) 334.

GARNISHMENT—EXEMPTION—PROCEEDS OF INSURANCE.—Defendant company being indebted upon a policy of insurance to plaintiff, and plaintiff being a judgment debtor of one S., the latter sued out a writ of garnishment against defendant company. The company answered admitting its indebtedness, whereupon plaintiff intervened, claiming the money. The property insured was used by plaintiff in his business as a restaurateur and was exempt from execution. *Held,* that the proceeds of an insurance policy on articles